

ALLEGHANY COUNTY SOLID WASTE HAULING REQUEST FOR PROPOSALS

ADDENDA #1 (dated 9/23/21)

- 1) **Question:** The RFP appears to be for the transportation only of waste from the Island Ford Transfer Station to the Maplewood (Amelia) Landfill or as an alternative to the Charles City Landfill. However, on page 5, Section VII - Additional Information, the RFP specifically states: "The Contractor must be willing and able to become responsible for disposal of the County's solid waste on or before December 1, 2021." Does this allow for the proposer to bid a rate for transportation and disposal at a different landfill and not be required to haul it to the Maplewood or Charles City Landfills?

Answer: No, per the RFP document, Section IV Additional Information, #3: The contractor shall own and operate two subtitle D landfills of which one will be the primary and one will be the secondary.

- 2) **Question:** Will the County consider a disposal agreement with a non-owned disposal site as acceptable as the secondary MSW landfill in lieu of owning and operating two MSW landfills within the Commonwealth of Virginia?

Answer: No, per the RFP document, Section IV Additional Information, #3: The contractor shall own and operate two subtitle D landfills of which one will be the primary and one will be the secondary.

- 3) **Question:** Please share a copy of the current disposal agreements between the County and Maplewood and Charles City Landfills.

Answer: See attachment A titled "Alleghany County Solid Waste Disposal Services Request for Proposal" dated February 2021 and "Industrial Waste and Disposal Services Agreement" with Waste Management dated August 16, 2021. (Attachments A and B)

- 4) **Question:** Please share a copy of the current transportation agreement between the County and its current transportation provider.

Answer: The contract agreement is attached titled "Agreement" with Thompson Trucking, Inc. and dated December 20, 2002 and an amendment titled "Amendment No. 1" that was approved by the Board of Supervisors December 7, 2011. (Attachments C and D)

Attachment A

ALLEGHANY COUNTY

SOLID WASTE DISPOSAL SERVICES

REQUEST FOR PROPOSALS

Prepared by:



Ricky Bourne
Director of Public Works

Suzie Williams
Public Works Coordinator

and

Tim Kimberlin
Transfer Station Superintendent

February 2021

COUNTY OF ALLEGHANY, VIRGINIA

SOLID WASTE DISPOSAL SERVICES

REQUEST FOR PROPOSALS

RFP No: RFP-2021-01 ISSUE DATE: March 17, 2021

TITLE: Solid Waste Disposal Services

ISSUED BY: Alleghany County, Virginia
9212 Winterberry Avenue
Covington, Virginia 24426

CLOSING DATE: April 9, 2021 2:00 p.m. local time

CLARIFICATIONS AND ADDENDA:

All questions regarding this RFP must be directed to Tim Kimberlin at (540) 965-1626 and received no later than April 2, 2021, at 4:00 p.m. local time.

All addenda and clarifications will be posted not later than March 31, 2021, at 2:00 p.m. local time.

I. Description and Background

The County of Alleghany, Virginia, is seeking proposals for the disposal of solid waste received at the Island Ford Transfer Station to a Subtitle D facility.

The County owns the Island Ford Transfer Station, which has been operational since July 1, 1996. The transfer station is operated by County employees. The transfer station consists of a two-level metal and concrete building which receives solid waste on a tipping floor for reloading into open top 120 CY trailers for solid waste transfer. Access to the site is from Route 1104 (Valley Ridge Road), approximately 2.1 miles east of the I-64/Rt. 60 & 220 exit, passing under the Island Ford Bridge. Transportation and disposal of solid waste to the landfill will be provided by private contractors. Current transfer station operating hours are Monday through Friday from 9:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to noon.

The waste managed at the transfer station includes:

1. Historical information on the County waste estimates 19,108 tons per year (TPY), based on a three-year average, and is representative of the normal Alleghany County waste generation rate. This number includes all items collected, including recyclables, brush, etc.

2. In 2019, approximately 15,042 tons was landfilled. See Attachment A for more information.
3. Alleghany County also owns and operates the Low Moor and Lower Jackson River Regional Wastewater Treatment Plants. Each plant, on average, will produce a one 20-yard roll-off container per month containing biosolids.

II. Term of Contract

The term of the contract is five years, renewal for up to two five-year periods at the option of the County.

III. Proposal Preparation

Acceptance of Bids/Proposals: Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

Format of Bids/Proposals: One original and five copies of a sealed proposal must be received in the Public Works Department in the County Governmental Complex located at 9212 Winterberry Ave, Suite A, Covington, Virginia 24426 by 2:00 p.m. on April 9, 2021. Please send to the attention of Suzie Williams. Clearly mark on the outside of the envelope your company's name and label with the RFP number and "Alleghany County Solid Waste Disposal Services." The time of receipt shall be determined by the time stamp in the Public Works office. Contractors are responsible for assuring that their bids are stamped by Alleghany County Public Works Office personnel by the deadline indicated. Bids received after the deadline will not be accepted and will be returned unopened.

IV. Additional Information

1. Continuous operability must be maintained to prevent inconvenience to the County. The permit for the transfer station requires that no solid waste will remain on the tipping floor at the end of the working day. All waste received must be either shipped off site or stored in covered trailers or roll-off containers outside the building.
2. The Contractor must be willing and able to become responsible for disposal of the County's solid waste on or before October 1, 2021.
3. The Contractor shall own and operate two Subtitle D landfills of which one will be the primary disposal site and the other a secondary disposal site. Each shall be capable of receiving waste from the Island Ford Transfer Station. The Contractor shall provide evidence of ownership of said disposal facilities for the life of the proposed contract. Disposal shall only occur in a facility meeting all applicable Federal (Subtitle D of the Resource Conservation and Recovery Act, as amended) and State (9 VAC 20-81) regulations and standards. Should the alternate site need to be utilized, there will be no additional cost borne by the County.

V. Selection Criteria

Selection will be through competitive negotiation. The County will rank proposers based on the criteria set forth below. The County will select two or more offerors that appear, based upon the representations in their proposals, to be fully qualified and best suited among those submitting proposals. It will then conduct interviews with one or more top proposers. The final decision will be made based upon a holistic evaluation of all factors, with strong emphasis on price. The following are the criteria for consideration:

1. Contractor's ability to perform, as evidenced by past performance on similar contracts, qualifications of personnel, background, and reputation of the Contractor, including parent and subsidiaries.
2. Total cost of proposal over anticipated contract term including:
 - a. Current cost.
 - b. Long-term cost.
 - c. Any other associated costs for additional services which may be available.
3. Financial condition of contractor:
 - a. Evidence of ability to perform as revealed by current or certified financial statement.
 - b. Ability to insure operation.
4. Desirability of proposed scope of work and operations plan:
 - a. Thoroughness of management, response plan, and operation of disposal facility.
 - b. Understanding the scope of work.

The County reserves the right to determine, in writing and in its sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than others under consideration and negotiate and award a contract to that offeror.

General Terms and Conditions of the Contract

1. **Anti-Discrimination:** By submitting your proposal, you certify to Alleghany County that you will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000, the following provisions also apply:

- 1.1. During the performance of this contract, you agree as follows:

- 1.1.1. You will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of your business. You agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.1.2. In all solicitations or advertisements for employees placed by or on behalf of the contractor, you will state that you are an equal opportunity employer.
- 1.1.3. During the performance of this contract, you agree to (i) provide a drug-free workplace for your employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in your workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on your behalf that you maintain a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to you, the employees at which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 1.1.4. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purpose of meeting these requirements.
 - 1.2. You must include the provisions of 1.1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **Antitrust:** By entering into a contract, you convey, sell, assign, and transfer to Alleghany County all rights, title, and interest in and to all causes of action you may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Alleghany County under this contract.
3. **Applicable Laws and Courts:** This solicitation and any resulting contract are governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect to it must be brought in the courts of Alleghany County, Virginia. You must comply with all federal, state, and local laws and regulations.
4. **Assignment of Contract:** You may not assign this contract, in whole or in part, without the written consent of Alleghany County.
5. **Availability of Funds:** It is understood and agreed that Alleghany County is bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
6. **Pricing:** The Bid/Proposal price must be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified. Invoices must be itemized and will be paid at the unit price in the proposal. The County will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
7. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
 - 7.1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 7.2. Alleghany County may order changes within the general scope of the contract at any time by written notice to you. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. You must comply with the notice upon receipt. You will be compensated for any additional costs incurred as the result of such order and must give Alleghany County a credit for

any savings. The compensation will be determined by one of the following methods:

- 7.2.1. By mutual agreement between the parties in writing; or
- 7.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and you are able to account for the number of units of work performed, subject to Alleghany County's right to audit your records and/or to determine the correct number of units independently; or
- 7.2.3. By ordering you to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup must be used for determining a decrease in price as the result of savings realized. You must present Alleghany County with all vouchers and records of expenses incurred and savings realized. Alleghany County will have the right to audit your records as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Alleghany County within thirty (30) days from the date of receipt of the written order from Alleghany County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance will be resolved in accordance with the procedures for resolving disputes provided by the Claims Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract excuses you from promptly complying with the changes ordered by Alleghany County or with the performance of the contract generally.

- 8. **Claims:** Contractual claims, whether for money or other relief, must be submitted in writing to the County Administrator, 9212 Winterberry Avenue, Covington, Virginia 24426, no later than sixty (60) days after final payment; however, written notice of your intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein precludes a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the County Administrator's decision on the claim unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within thirty (30) days is the contractor's right to institute immediate legal action. The decision of the County Administrator is final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

9. **Debarment Status:** By submitting a proposal, you certify that you are not currently debarred by the Commonwealth of Virginia or any agency of the United States of America from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are you an agent or affiliated corporate entity of any person or entity that is currently so debarred.
10. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Alleghany County, after due oral or written notice, may procure them from other sources and hold you responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies which Alleghany County may have. In addition, Alleghany County reserves the right to cancel any orders placed that are not delivered by the date specified in the proposal.
11. **Ethics in Public Contracting:** By submitting your proposal, you certify that your proposal is made without collusion or fraud and that you have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with your proposal, and that you have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
12. **Immigration Reform and Control Act of 1986:** By submitting a proposal, you certify that you do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
13. **Indemnification:** You agree to indemnify and hold harmless Alleghany County its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by your use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of Alleghany County.
14. **Nondiscrimination of Contractors:** Alleghany County will not discriminate against any bidder, proposer, offeror, or contractor in the award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, Alleghany County will offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
15. **Payment:**

15.1. To Prime Contractor:

- 15.1.1. You must submit invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices must show Alleghany County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 15.1.2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This does not affect offers of discounts for payment in less than 45 days, however.
- 15.1.3. All goods or services provided under this contract or purchase order that are to be paid for with public funds, must be billed by you at the contract price, regardless of which public agency is being billed.
- 15.1.4. The following are deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 15.1.5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, you are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and may be challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Alleghany County will promptly notify you, in writing, as to those charges which it considers unreasonable and the basis for the determination. You may not institute legal action unless you have followed the Claims clause of this contract. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

15.2. To Subcontractors:

- 15.2.1. You must:
 - 15.2.1.1. Pay any subcontractor(s) or sub vendor(s) within seven (7) days of your receipt of payment from Alleghany County their proportionate share of the payment received for work performed by the subcontractor(s) or sub vendor(s) under the contract; or

15.2.1.2. Notify Alleghany County and the subcontractor(s), in writing, of your intention to withhold payment and the reason.

15.2.2. You must pay the subcontractor(s) or sub vendor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by you that remain unpaid seven (7) days following receipt of payment from Alleghany County, except for amounts withheld as stated in 15.2.1.2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor or vendor performing under the primary contract. Your obligation to pay an interest charge to a subcontractor is not an obligation of Alleghany County, and may not be charged to Alleghany County.

16. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, PAYMENT apply in all instances.
17. **Qualification of Bidders/Proposers:** Alleghany County may make such reasonable investigations as it deems proper and necessary, at any time, to determine your ability to perform the services/furnish the goods and you must furnish to Alleghany County all such information and data for this purpose as may be requested. Alleghany County reserves the right to inspect your physical facilities prior to award to satisfy questions regarding your capabilities. Alleghany County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, you fail to satisfy Alleghany County that you are a responsible proposer. Shortlisting you for interviews is not a conclusive determination of responsibility.
18. **Supremacy Clause:** Notwithstanding any provision in your proposal to the contrary, the terms and conditions contained in this RFP prevail over contrary terms and conditions contained in your proposal.
19. **Taxes:** Sales to Alleghany County are normally exempt from State sales and use tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries under this contract are usually free of Federal excise and transportation taxes.
20. **Testing and Inspection:** Alleghany County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
21. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict proposers to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, will be accepted. You are responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the County to determine if the product offered meets the requirements of this solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless you clearly indicate in your proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

22. **Termination:**

22.1. The County may terminate this contract with or without cause by giving you a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, you must discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third-party contracts. Termination of the Contract by the County pursuant to this paragraph terminates all of the County's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.

22.2. In addition to the County's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation is not cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default must state the party's intent to terminate the contract if the default is not cured within a specified time period.

22.3. **Appropriation Approval.** You acknowledge that the County's performance and obligation to pay under this contract is contingent upon annual appropriation by the Board of Supervisors. You agree that in the event that such appropriation is not forthcoming, the County may terminate this contract and no charges, penalties, or other costs shall be assessed. The County will give you prompt notice of any event of non-appropriation. In the event of a temporary political budgetary impasse, the County may suspend your performance of this contract, and its obligation to pay hereunder, for up to 90 days to allow appropriation of funds to occur.

23. **Insurance:** You certifies that you and your subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. "Alleghany County, its officers, agents, and employees" must be named as additional insured on a primary basis and so endorsed on the policy.

Such additional insured status must be primary without participation by the County's insurers.

Each required insurance policy shall provide at least 30 days' written notice of cancellation to Alleghany County.

If the liability insurance is issued on a "claims made" basis, you must either:

- 23.1. Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this Contract, or
- 23.2. Purchase the extended reporting period endorsement for the policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

24. Minimum Insurance Required:

24.1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, including the employer.

24.2. Employer's Liability:

Each Accident:	\$100,000
Disease, Each Employee:	\$100,000
Disease, Policy Limit:	\$500,000

24.3. Commercial General Liability:

General Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000

Commercial General Liability must include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit must apply separately to the project. The insurance coverage must be primary and non-contributory.

24.4. Automobile Liability: Combined single limit of \$1,000,000

24.5. Umbrella Liability: \$2,000,000 per occurrence.

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized themselves with the information contained in this entire Request for Proposal, submits the attached Proposal, which I certify to be true and correct to the best of my knowledge.

_____ Authorized Signature

_____ Date

_____ Title

_____ Company

_____ Address

_____ Telephone

NON-COLLUSION STATEMENT

My signature certifies that neither my proposal to perform the obligations of this agreement nor the manner and methods of my performance is the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line business or commerce, or any act of fraud punishable under the Virginia Conflict of Interests Act, section 2.2-3100 et seq. of the Code of Virginia, 1950, as amended, the provisions of the Virginia Public Procurement Act on Ethics in Public Contracting, sections 2.2-4367 et seq. of the Code of Virginia, 1950, as amended the Virginia Governmental Frauds Act, sections 18.2-498.1 et seq. of the Code of Virginia, 1950, as amended. Furthermore, I understand that violations of these statutes are crimes, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: _____

Address: _____

Signature Date

Printed Name and Title

Telephone: _____ Fax: _____

FEI/FIN No. _____ Email: _____

ATTACHMENT A
HISTORICAL WASTE FLOWS DATA

Waste Management - Report amount by weight or volume										Unit of Measure: TON	
On-Site Management of Waste										Sent Off-Site to be:	
Waste Type	Total Waste Received	Mined Materials	Landfilled	Recycled	Composted	Incinerated	Mulched	Other	Recycled	Treated, Stored, Disposed	Beginning of Reporting Period
Municipal Solid Waste	11,640.6 +4.41%									11,640.6 +4.41%	
Construction/Demolition/Debris	2,602.8 +1.36%									2,602.8 +1.36%	
① Industrial Waste	799.13 -19.05%									799.13 -19.05%	
Regulated Medical Waste											
① Vegetative/Yard Waste	2,297.65 -13.04%						2,297.65 -13.04%				
Incineration Ash											
Sludge											
① Tires	261.97 +4%									261.88 +3.97%	
White Goods	285.71 -2.26%									285.71 -2.26%	
Friable Asbestos											
Petroleum Contaminated Soil											
Other Waste											
Total	17,887.86						2,297.65			547.59 15,042.53	

ISLAND FORD TRANSFER STATION ANNUAL REPORTBeginning Date: 1/1/2020Ending Date: 12/31/2020**EMPLOYEES ASSIGNED:**

TIMMY KIMBERLIN	SUPERINTENDENT
TODD CRANCE	OPERATOR II
MIKE RICHARDSON	OPERATOR II

MONTHLY EVENTS:

Gerdau picked up 34 loads of scrap metal
 Miller Septic pumped holding tank 32 times
 Community Service workers worked a total of 112 man hours
 Public Works maintenance employees worked 1415 man hours
 U S Filter picked up 1084 gallons of used motor oil and 00 gallons of used antifreeze
 West Va. Tire Disposal picked up 18 load totaling 238.32 tons

SOLID WASTE REPORT:

	LOADS RECEIVED	TONAGE RECEIVED	CAR TIRES	TRUCK TIRES
ALLEGHANY REFUSE	1443	8231.3		
RESIDENTS	20723	5212.28		
CLIFTON FORGE PUBLIC WORKS	180	120.2		
IRON GATE PUBLIC WORKS	87	134.46		
VDOT	177	88.61		
VDOT CONTRACTORS	267	32.38		
ALLEGHANY CO. CONTRACTORS	28	64.66	3961	60
CONTRACTORS BILLED BY IFTS	1290	3409.74	4651	504
ALLEGHANY CO. PARKS & REC	63	26.52		
ALLEGHANY CO. SCHOOL BORAD	38	14.72		
GREENTHUMB	33	2.24		
COUNTY OWNED PROPERTIES	23	73.99		
WRIHTSVILLE GRANT	45	219.22		
COUNTY OF BATH	112	501.26		
TOTALS	24509	18131.58	8612	564

I.F.T.S. TRANSFERRED 16972.09 TONS OF SOLID WASTE, TOTALING 843 TRACTOR TRAILER LOADS, AVERAGING 20.13 TONS PER LOAD, TO USA WASTE OF AMELIA.

I.F.T.S. RECEIVED 18,131.58 TONS OF WASTE AND LAND FILLED 16,972.09 TONS THEREFORE WE DIVERTED 1159.49 TONS OF METAL, BRUSH AND INERT MATERIAL.

Submitted By: _____

Date: _____

ISLAND FORD TRANSFER STATION ANNUAL REPORTBeginning Date: 1/1/2019Ending Date: 12/31/2019**EMPLOYEES ASSIGNED:**

TIMMY KIMBERLIN	SUPERINTENDENT
TODD CRANCE	OPERATOR II
MIKE RICHARDSON	OPERATOR II

MONTHLY EVENTS:

Gerdau picked up 22 loads of scrap metal
 Miller Septic pumped holding tank 24 times
 Community Service workers worked a total of 567 man hours
 Public Works maintenance employees worked 1146 man hours
 U S Filter picked up 1695 gallons of used motor oil and 375 gallons of used antifreeze
 West Va. Tire Disposal picked up 21 load totaling 261.9756 tons

SOLID WASTE REPORT:

	LOADS RECEIVED	TONAGE RECEIVED	CAR TIRES	TRUCK TIRES
ALLEGHANY REFUSE	1484	8692.5		
RESIDENTS	9078	4222.58		
CLIFTON FORGE PUBLIC WORKS	325	290.98		
IRON GATE PUBLIC WORKS	76	177.64		
VDOT	180	112.17		
VDOT CONTRACTORS	226	26.62		
ALLEGHANY CO. CONTRACTORS	131	351.69	3265	134
CONTRACTORS BILLED BY IFTS	1542	3717.78	3161	439
ALLEGHANY CO. PARKS & REC	12	3.07		
ALLEGHANY CO. SCHOOL BORAD	67	26.29		
GREENTHUMB	40	4.57		
COUNTY OWNED PROPERTIES	0	0		
TOTALS	13161	17625.89	6426	573

I.F.T.S. TRANSFERRED 15042.53 TONS OF SOLID WASTE, TOTALING 748 TRACTOR TRAILER LOADS, AVERAGING 20.11 TONS PER LOAD, TO USA WASTE OF AMELIA.

I.F.T.S. RECEIVED 17,625.89 TONS OF WASTE AND LAND FILLED 15,042.53 TONS THEREFORE WE DIVERTED 2583.36 TONS OF METAL, BRUSH AND INERT MATERIAL.

Submitted By: _____

Date: _____

ISLAND FORD TRANSFER STATION ANNUAL REPORT

Beginning Date: 1/1/2018 Ending Date: 12/31/2018

EMPLOYEES ASSIGNED:

TIMMY KIMBERLIN	SUPERINTENDENT
TODD CRANCE	OPERATOR II
MIKE RICHARDSON	OPERATOR II

MONTHLY EVENTS:

Gerdau picked up 18 loads of scrap metal
 Miller Septic pumped holding tank 34 times
 Community Service workers worked a total of 421 man hours
 Public Works maintenance employees worked 1154 man hours
 U S Filter picked up 1460 gallons of used motor oil and 00 gallons of used antifreeze
 West Va. Tire Disposal picked up 21 load totaling 251.88 tons

SOLID WASTE REPORT:

	LOADS RECEIVED	TONAGE RECEIVED	CAR TIRES	TRUCK TIRES
ALLEGHANY REFUSE	1533	8979.83		
RESIDENTS	16485	3700.87		
CLIFTON FORGE PUBLIC WORKS	198	113.64		
IRON GATE PUBLIC WORKS	86	190.95		
VDOT	162	396.94		
VDOT CONTRACTORS	229	291.43		
ALLEGHANY CO. CONTRACTORS	53	109.38	1348	38
CONTRACTORS BILLED BY IFTS	1348	4280.21	5001	356
ALLEGHANY CO. PARKS & REC	33	619.27		
ALLEGHANY CO. SCHOOL BORAD	35	14.98		
GREENTHUMB	31	3.31		
COUNTY OWNED PROPERTIES	0	0		
TOTALS	20193	18700.81	6349	394

I.F.T.S. TRANSFERRED 14,703.78 TONS OF SOLID WASTE, TOTALING 681 TRACTOR TRAILER LOADS, AVERAGING 21.59 TONS PER LOAD, TO USA WASTE OF AMELIA.

I.F.T.S. RECEIVED 18,700.81560.94 TONS OF WASTE AND LAND FILLED 14,703.78 TONS THEREFORE WE DIVERTED 3997.03 TONS OF METL, BRUSH AND INERT MATERIAL

Submitted By: _____
 Date: _____

ISLAND FORD TRANSFER STATION ANNUAL REPORT

Beginning Date: 1/1/2017 Ending Date: 12/31/2017

EMPLOYEES ASSIGNED:

TIMMY KIMBERLIN
TODD CRANCE
MIKE RICHARDSON

SUPERINTENDENT
OPERATOR II
OPERATOR II

MONTHLY EVENTS:

Gerdau picked up 19 loads of scrap metal
Miller Septic pumped holding tank 30 times
Community Service workers worked a total of 293 man hours
Public Works maintenance employees worked 1186 man hours
U S Filter picked up 640 gallons of used motor oil and 300 gallons of used antifreeze
West Va. Tire Disposal picked up 22 load totaling 268.13 tons

SOLID WASTE REPORT:

	LOADS RECEIVED	TONAGE RECEIVED	CAR TIRES	TRUCK TIRES
ALLEGHANY REFUSE	1693	10739.4		
RESIDENTS	17233	4161.37		
CLIFTON FORGE PUBLIC WORKS	250	186.16		
IRON GATE PUBLIC WORKS	99	220.32		
VDOT	233	171.25		
VDOT CONTRACTORS	168	205.5		
ALLEGHANY CO. CONTRACTORS	79	135.89	2655	97
CONTRACTORS BILLED BY IFTS	1201	2986.7	5340	266
ALLEGHANY CO. PARKS & REC	471	2178.78		
ALLEGHANY CO. SCHOOL BORAD	32	6.62		
GREENTHUMB	44	5.4		
COUNTY OWNED PROPERTIES	0	0		
TOTALS	21503	20997.39	7995	363

I.F.T.S. TRANSFERRED 14099.04 TONS OF SOLID WASTE, TOTALING 698 TRACTOR TRAILER LOADS, AVERAGING 20.20 TONS PER LOAD, TO USA WASTE OF AMELIA.

I.F.T.S. RECEIVED 20,997.39 TONS OF WASTE AND LAND FILLED 14,099.04 TONS THEREFORE WE DIVERTED 6898.35 TONS OF METAL, BRUSH AND INERT MATERIAL.

Submitted By: _____

Date: _____

Attachment B



Industrial Waste & Disposal Services Agreement

Exhibit A

TSR:

Profile number _____ Sales person: Rob Clendenin**A. GENERATOR**

1. Name: Alleghany County
2. Address: 9212 Winterberry Ave.
3. City: Covington County: Alleghany
State: VA ZIP code: 24426

C. FACILITY

1. Name(s): Amelia LF

B. CUSTOMER BILLING INFORMATION

1. Name: Alleghany County
2. Address: 9212 Winterberry Ave
City: Covington
State: VA ZIP code: 24426
3. Contact name: Timmy Kimberlin
4. Email: _____
5. Phone: 540-863-6600 6. Fax: 804-863-6606
7. P.O. number: _____

D. MATERIAL

1. Name: MSW, Dewatered Sludge
2. Anticipated volume: 17,000 tpy

E. CHARGES☐ See Attached

DESCRIPTION	RATE	MINIMUM
MSW	\$29.15	1 ton
Fuel surcharge	6.57%	Varies per month
WWTP biosolids	\$29.15	1 ton
Fuel surcharge	6.57%	Varies per month

Other services not listed above will incur additional charges that vary by location and are subject to change without notice. Payment of invoice represents agreement of such charges.

F. COMMENTS☐ See Attached

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

- * Acceptance of waste is contingent upon the completion, submittal and approval of special waste profile sheets, required analytical testing, Industrial Waste Service Agreement (ISA), and Exhibit A or other approved pricing document.
- * All loads must be accompanied by proper shipping papers.
- * If Waste Management (WM) received authorization to make changes to your waste profile during the approval process, your acceptance and execution of this Exhibit A confirms the accuracy of the changes.
- * If WM (or WM Contracted Hauler) is not providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste and/or Hazardous Waste.
- * All Third-Party Transporters must comply with WM safety requirements and procedures. Required PPE includes (Hard Hat, Safety Glasses, Steel-Toe Boots/Shoes, Safety Vest and Hearing Protection where posted).
- * Prices quoted herein are valid for 30-days, unless WM is hired for this project prior to the expiration of this 30-day period, in which case, pricing remains valid in accordance with the terms of the Service Agreement.
- * Pricing is based on the information provided on your profile and the representative date previously submitted. Charges incurred for additional service not listed above will be subject to standard rates. Payment of invoices represents mutual agreement of those charges.
- * Please see profile approval form for special handling instructions. Additional special terms and conditions may be defined on your original quote.
- * If WM is providing transportation services, Customer is responsible for assuring vehicles are not over-loaded and meet local and state weight restrictions. Overweight fines will be the responsibility of the Customer.
- * WM reserves the right to refuse any load or discontinue any waste stream should such pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any WM permit.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: 10/01/2021

COMPANY WM Date: 8/15/21 COMPANY Interim County Signature: Peter M. Huber Date: 8/16/2021
By: Robert E. Clendenin Name: Peter M. Huber
Title: Public Sector Rep. Title: Interim County Administrator

THINK GREEN!

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Last revised on April 28, 2015
©2015 Waste Management

Attachment C

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2002, by and between **THOMPSON TRUCKING, Inc.**, hereinafter referred to as the "Contractor," and **THE COUNTY OF ALLEGHANY**, a Political Subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County."

WHEREAS, the County currently operates the Transfer Station, hereinafter referred to as the "Transfer Station," as a means of disposal of non-hazardous solid waste for Alleghany County, Virginia and also operates the Low Moor Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant;" and

WHEREAS, Thompson Trucking has agreed to provide transportation of said solid waste from the Transfer Station and sludge from the Treatment Plant to the Maplewood Landfill in Amelia County, Virginia or such other backup landfill as is identified (i.e., Charles City Landfill).

NOW, THEREFORE, WITNESSETH THIS AGREEMENT:

That for and in consideration of the covenants and conditions contained herein, the parties do hereby covenant and agree as follows:

1. Hauling from Transfer Station: The Contractor agrees to haul the County's non-hazardous waste from the Transfer Station to the Maplewood Landfill in Amelia County, Virginia (or other backup landfill), hereinafter referred to as "Landfill."
The Contractor further agrees as follows:
 - a. The Contractor shall have four (4) Virginia Department of Transportation (VDOT) approved tractors a day dedicated to the hauling of the County's solid waste.
 - b. The Contractor shall have seven (7) open-top 120CY VDOT-approved trailers with easy roll tarps, available for use by the Transfer Station.
 - c. The Contractor covenants and agrees that it is fully capable of hauling up to six (6) loads of solid waste per day, Monday through Friday, and loads as requested on Saturday, from the Transfer Station to the Landfill.
 - d. The Contractor agrees to keep appropriate records of all solid waste hauled to the disposal facility, and to provide monthly and annual summaries to the County as part of, or in addition to, the billing information.
2. Hauling from Treatment Plant: The Contractor agrees to haul the County's sludge from the Treatment Plant to the Landfill.

The Contractor further agrees as follows:

- a. The Contractor shall provide two (2) tarped, 20-yard roll-off containers to be located at the Treatment Plant and transport the roll-off containers from the Treatment Plant to the Landfill as needed.
 - b. The Contractor agrees to keep appropriate records of all sludge hauled to the disposal facility, and to provide monthly and annual summaries to the County as part of, or in addition to, the billing information.
3. Solid Waste Exclusive Property of County: It is expressly understood and agreed by the parties hereto that any and all solid waste transported by the Contractor from the Transfer Station, sludge from the Treatment Plant, or otherwise contemplated by the terms of this Agreement shall remain the sole and exclusive property of the County. However, the safe and efficient transfer and delivery of all such solid waste shall be the sole responsibility of the contractor.
4. County's Operation of Equipment: The County, its agents, employees, or representatives shall be solely responsible for the operation of the Contractor's trailers during the loading and weighing of said vehicles and/or the containers of solid waste at the Transfer Station. The County, its agents, employees, or representatives are also responsible for the filling of roll-off containers at the Treatment Plant. The County further agrees that it shall be responsible for any and all damages, normal wear and tear excepted, which are sustained to the Contractor's equipment during such loading and weighing operations, and will promptly repair or cause to be repaired any damages which are inflicted upon the equipment of the Contractor as a result of the actions or negligence of the County, its agents, employees, or representatives. The Contractor agrees to provide regular maintenance on the trailers and keep the trailers in good condition.
5. Term: This Agreement shall be for a term of five (5) years commencing January 1, 2003 and ending December 31, 2007. The County shall have and is hereby granted a total of two (2) successive option periods to extend the term of this agreement for five (5) years for each such option upon the same terms and conditions as herein provided, except for the price paid per trailer load of solid waste/sludge removed, which shall be negotiable and which must be agreed to by both parties. If the County elects to exercise one or more of such options, it shall do so by giving the Contractor written notice at least ninety (90) days prior to the expiration of the primary term of any extension thereof and, in such notice, the

County shall state the date to which it elects to extend the term.

6. Price Per Load: The County shall pay to the Contractor, without demand therefore, the following charges for the services requested by the County to transfer solid waste from the Transfer Station to the Landfill and to transfer sludge from the Treatment Plant to the Landfill:

- a. Provide roll-off trailer and two 20 yd. roll-off tarped containers for sludge and transport to Amelia, VA, as needed. Per Trip \$424.14
- b. Same as (a) above, but transport to Charles City, VA, as needed, as a backup site. Per Trip \$537.50
- c. Provide four tractors and seven open top, tarped trailers 120 cy., for solid waste and transport to Amelia, VA, as needed. Per Trip \$424.14
- d. Same as (c) above, but transport to Charles City, VA, as needed, as a backup site. Per Trip \$537.50

The above prices will be adjusted annually starting on November 1, 2003 using the National Consumer Price Index (CPI) not to exceed 3%. The County shall also pay the actual cost of fuel which exceeds \$1.40 per gallon in the performance of this Agreement when such is documented to the satisfaction of the County's Director of Central Accounting or her designee.

Payment of a County-approved bill shall be due within thirty (30) days of receipt of a bill from the Contractor. The Contractor agrees to submit bills to the County not more often than every two (2) weeks. Payment shall be made to the Contractor at Thompson Trucking, Inc., P.O. Box 969, Concord, VA 24538, or at such other place the Contractor may designate in writing.

7. Weight Citations: The County agrees to pay, before delinquency, all citations issued by any regulatory or policy agency to the Contractor concerning or relating to the weight of any solid waste/sludge contained in the Contractor's trailer arising from the transport thereof to the disposal site during the term of this Agreement.
8. Maintenance of Access: The County shall keep and maintain the road providing access to the Transfer Station from Route 1104 (Valley Ridge Road) in good condition and repair during the term of this Agreement. The Contractor shall have twenty-four (24) hour per day access to the Transfer Station. The County specifically agrees to keep the snow and ice clear from the access road and the areas adjacent to the structures at the Transfer Station

and Treatment Plant during normal hours of operation.

9. Equipment: The Contractor may store or cause to be stored at the Transfer Station such equipment as is reasonably necessary for the operation of its business contemplated herein. Such equipment may include, but is not limited to, the following: tractors, trailers, and a one thousand (1,000) gallon fuel tank, which shall meet VDOT and the Virginia Department of Environmental Quality requirements. Such equipment shall remain the personal property of the Contractor, and title thereto shall continue in the owner thereof, regardless of the manner in which same may be attached or affixed to the premises. The Contractor agrees to locate such equipment so as to not interfere with the daily operations of the Transfer Station.. This entire provision is subject to the approval of the County Administrator or Public Works Director, which approval will not be unreasonably withheld. During the term and at the expiration of same, the Contractor agrees to leave the Transfer Station site in the same or better condition as it was at the beginning of the term of this Agreement.. This includes any problems associated with the fuel tank. The Contractor agrees to accept any and all responsibility associated with the fuel tank.
10. Indemnity by the County: The County hereby agrees to indemnify and save harmless the Contractor from any and all claims, causes, and demands of every kind and nature whatsoever, specifically including, but not limited to, costs and attorney fees or, by or in favor of any person, firm, or corporation, whether by way of damage or otherwise arising from the omission or failure on the part of the County to perform and observe any covenants and conditions hereof or arising by reason of any negligence of the County, its agents, representatives, or employees, at the Transfer Station, Treatment Plant, or other location.
11. Indemnity by the Contractor: The Contractor hereby agrees to indemnify and save harmless the County from any and all claims, causes, and demands of every kind and nature whatsoever, specifically including, but not limited to, costs and attorney fees or, by or in favor of any person, firm, or corporation, whether by way of damage or otherwise arising from the omission or failure on the part of the Contractor to perform and observe any covenants and conditions hereof or arising by reason of any negligence of the Contractor, its agents, representatives, or employees, at the Transfer Station, Treatment Plant, or other location.
12. Liability Insurance: The Contractor further agrees to carry comprehensive liability and

property damage insurance insuring against claims arising from accidents or occurrences, with limits not less than One Million Dollars (\$1,000,000) for each claimant and Two Million Five Hundred Thousand Dollars (\$2,500,000) for each accident or occurrence. The Contractor shall furnish the County with proper Certificates of Insurance showing in detail that such insurance is in full force and effect with a good and solvent insurance company authorized to do business in the Commonwealth of Virginia. The Contractor shall have the County listed as an additional insured and shall direct the insurance company to notify the County in writing within fifteen (15) days of the cancellation of said insurance policy(ies). It is expressly understood and agreed that said liability insurance is not in lieu or satisfaction of the indemnification of the County in paragraph 10 above or of the Contractor in paragraph 11 above, nor shall such indemnification provisions create any right of subrogation in favor of the insurance carrier against the County nor provide the insurance carrier with any coverage defense.

13. Compliance with Laws: Both the County and the Contractor will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal, or other lawful authority.
14. Waiver: A waiver by either party of any default or omission or violation hereunder shall not be construed as a waiver of such default, omission, or violation occurring subsequent thereto.
15. Continuation of Use of the Transfer Station and Treatment Plant : The County hereby agrees that it will continue to operate the Transfer Station and Treatment Plant to provide service to the County during the term of this Agreement or any extension or renewal thereof, and that it will not operate or participate in any other means of solid waste disposal other than recycling under the term of this Agreement, other than in an emergency or due to Acts of God. The County further covenants that the ultimate disposal site will not be changed arbitrarily by the County and, in the event the site is required to be changed, a reasonable adjustment to the price per load in accordance with the increased or decreased transportation costs will be incorporated into the contract price.
16. Subcontractors: The Contractor agrees that it shall not subcontract any part of the work to be performed under this contract without the prior written consent of the County.
17. Non-Discrimination:
 - a. The Contractor will not discriminate against any employee or applicant for

employment because of race, religion, color, sex, national origin, age, or disability, except where race, religion, color, sex, national origin, age, or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts with over Ten Thousand Dollars (\$10,000).

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that such Contractor is an equal opportunity employer; provided, however, that notices, advertisements, and solicitations placed in accordance with Federal and State law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- c. The Contractor will include the provisions of the foregoing subparagraphs (a) and (b) in every subcontract or purchase order over Ten Thousand Dollars (\$10,000), so that such provisions will be binding upon each subcontractor or vendor.
- d. The Contractor shall maintain, in accordance with OSHA procedures, site-specific Health and Safety Plans and shall make them available to the County upon request.

The Contractor shall conduct all site work in accordance with OSHA requirements.

- 18. Payment of Wages and Workers' Compensation: The Contractor warrants that it has paid all Workers' Compensation premiums which are due for its employees and will during the term of this Agreement pay all Workers' Compensation premiums due the Commonwealth of Virginia, and further warrants and agrees that it will pay all wages due any employee, independent contractor, or material men, for any and all work or services provided in connection with this Agreement.
- 19. Termination of Agreement: This Agreement may be terminated by either party for just cause by 30-day written notice, sent by certified mail.
- 20. Notices: Any notice required or permitted hereunder shall be in writing and delivered either in person to the other party or the party's authorized agent, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth herein below, or to such other address as either party may designate in writing and deliver as herein provided:

Contractor: Thompson Trucking, Inc.
P.O. Box 969
Concord, VA 24538

County: Alleghany County Administrator
9212 Winterberry Avenue
Covington, VA 24426

21. Governing Law: This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.
22. Authority: The parties executing the document hereto expressly represent and warrant that they are undertaking the same with the direct express and legal authority of the entity on whose behalf they execute this document and that their signatures hereto represent the full, actual, and legal act of such entity.
23. Complete Agreement: This Agreement contains a complete expression of the agreement between the parties and there are not promises, representations, or inducements except such as are herein provided.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their official seals to be hereunto affixed by their proper officers, hereunto duly authorized, all as of the day and year first above written. Executed in duplicate.

CONTRACTOR:

THOMPSON TRUCKING, INC.

By: Michael L. Thoma

Title: PRESIDENT

COUNTY:

COUNTY OF ALLEGHANY

By: James Stephen

Title: County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF CAMPBELL, TO-WIT:

I, DAVID SCOTT PEARSON, a Notary Public in and for said City/County and Commonwealth, do hereby certify that RICK THOMPSON, President of Thompson Trucking, Inc., who signed the foregoing writing bearing the date of 20th of December, 2002 for Thompson Trucking, Inc., a corporation, has this day, acknowledged the same to be the act and deed of said corporation.

Given under my hand this 23RD day of DECEMBER, 2002.

My commission expires: 12-31-2006

David S. Pearson
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF ALLEGHANY, TO-WIT:

I, Melissa A. Landis, a Notary Public in and for said County and Commonwealth, do hereby certify that Tammy D. Stephenson, County Administrator of the County of Alleghany, Virginia, a political subdivision of the Commonwealth of Virginia, who signed the foregoing writing bearing the date of 20th of December, 2002 for Alleghany County, Virginia, has this day, acknowledged the same to be the act and deed of said County.

Given under my hand this 20th day of December, 2002.

My commission expires: May 31, 2004

Melissa A. Landis
Notary Public

Attachment D

Amendment No. 1
to Agreement for Trucking Services
between
Alleghany County, Virginia
and
Thompson Trucking, Inc.

This Amendment No. 1 to the Agreement dated December 20, 2002, by and between Thompson Trucking, Inc., hereinafter referred to as the "Contractor" and The County of Alleghany, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County" is entered into as of this 7th day of December, 2011.

Whereas, County and Contractor have previously entered into an Agreement dated December 20, 2002, ("Contract") for an initial five (5) year term for Contractor to provide transportation and disposal of non-hazardous solid waste from County's Transfer Station and non-hazardous sludge from County's Low Moor Wastewater Treatment Plant to the Maplewood Landfill in Amelia County, Virginia, or such other backup landfill as identified by parties;

Whereas, the Contract provides that the County is granted two (2) successive options to extend the Contract for five year terms and County desires to ratify the exercise of the first such option and exercise the second such option to extend the term of the Contract upon certain conditions until December 31, 2017; and,

Whereas, the parties desire to amend the Contract to provide for additional transportation and disposal services for County's two newly constructed waste water treatment facilities located at the new Lower Jackson River Regional Waste Water Treatment Plant ("LJRRWWTP") located on Fork Farm Road in Iron Gate, Virginia and the new Clifton Forge Sewer Pump Station ("CFPS") located in the to-be-abandoned Clifton Forge Waste Water Treatment Plant in Clifton Forge, Virginia.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and agreements contained herein, County and Contractor agree as follows:

1. The Contract is hereby amended by the addition of a new paragraph 2.1 which shall read as follows:

2.1. Hauling from LJRRWWTP and CFPS: The Contractor agrees to haul the County's non-hazardous sludge from the LJRRWWTP and non-hazardous grit from the CFPS to the Maplewood Landfill in Amelia County, Virginia (or other backup landfill), hereinafter referred to as "Landfill."

The Contractor further agrees as follows:

- a. The Contractor shall provide adequate dumpsters to be located at the LJRRWWTP and CFPS and transport such dumpsters to the Landfill as needed.
- b. The Contractor agrees to keep appropriate records of all sludge hauled to the disposal facility, and to provide monthly and annual summaries to the County as part of, or in addition to, the billing information.

2. Paragraph 5 of the Contract, Term, is hereby amended in its entirety to read as follows:

Term: This Agreement shall be for a term of fifteen (15) years commencing January 1, 2003 and ending December 20, 2017.

3. Paragraph 6 of the Contract, Price Per Load, is hereby amended by the addition of new subparagraphs e. and f. to read as follows:

e. Provide adequate dumpsters for LJRRWWTP and CFPS and transport to Amelia, VA, as needed. Per trip \$ 503.47

f. Same as (e) above, but transport to Charles City, VA, as needed, as a backup site.

Per trip \$ 639.63

4. Paragraph 10 of the Contract, Indemnity by the County, is hereby deleted in its entirety and replaced with the following new Paragraph 10, Responsibility of County, to read as follows:

10. Responsibility of County. County shall be responsible for any and all claims, causes, and demands arising from the failure on the part of the County to perform and observe any covenants and conditions hereof or arising by reason of the negligence of County or its employees in the scope of their employment at the Transfer Station, Treatment Plant, or other location.

5. Paragraph 12 of the Contract, Liability Insurance, is hereby deleted in its entirety and replaced with the following new Paragraph 12, Insurance to read as follows:

12. Insurance: The Contractor further agrees to carry comprehensive liability, property damage, and automobile liability insurance insuring against claims arising from accidents or occurrences, with limits not less than One Million Dollars (\$1,000,000) for each claimant and Two Million Five Hundred Thousand Dollars (\$2,500,000) for each accident or occurrence. The Contractor shall also carry Workers' Compensation and Employers' Liability insurance in the statutory amounts. The Contractor shall furnish the County with proper Certificates of Insurance showing in detail that such insurance is in full force and effect with a good and solvent insurance company authorized to do business in the Commonwealth of Virginia. Alleghany County, its officers, agents, and employees shall be included as additional insureds on all policies, with the exception of workers' compensation insurance and such certificate(s) shall include a provision substantially stating that no such coverage shall be cancelled or modified until the company has given the County fifteen (15) days prior written notice of such cancellation or modification. It is expressly understood and agreed that said liability insurance is not in lieu or satisfaction of Contractor's indemnification obligations in paragraph 11 above, nor shall the provisions herein create any right of subrogation in favor of the insurance carrier against the County nor provide the insurance carrier with any coverage defense.

6. Paragraph 19 of the Contract, Termination of Agreement, is hereby amended in its entirety to read as follows:

19. Termination of Agreement:

a. This Agreement may be terminated by either party for just cause by 30 days prior written notice sent by certified mail.

b. This Agreement may be terminated without cause by County by 30 days prior written notice sent by County to Contractor by certified mail. In the event of such termination without cause, Contractor shall be paid for all services adequately rendered by Contractor up to the date of such termination, as determined by County.

7. The Contract is amended by the addition of the following new paragraphs 24 through 27 as follows:

24. Drug Free Workplace: During the performance of this Contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

25. Employment Of Unauthorized Aliens Prohibited: The Contractor covenants that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

26. Evidence Of Authority To Transact Business In Virginia: Pursuant to 2.2.-4311.2

(A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to County establishing that the Contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The County may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

27. Survival: All representations, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services of Contractor under this Contract and/or the termination of this Contract for any reason.

8. Except as amended or set forth in this Amendment No. 1, all of the terms and conditions of the original Contract between the parties remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

Thompson Trucking, Inc.

By:  - CHRIS INGE

Title: Sales Manager

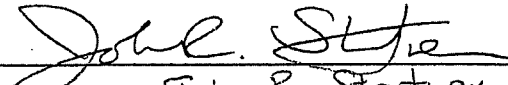
Date: 12/7/11

ATTEST:



Title: CFO


Alleghany County, Virginia

By: 

Title: John R. Strutner
County Administrator

Date: 12-12-11

ATTEST:



Title: Anna Krubel